

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

VICTORIA ABINA, individually,	)	Case No.	2:22-cv-01142-JAD-BNW
	)		
Plaintiff,	)		
vs.	)	<b>STIPULATION AND ORDER FOR</b>	
	)	<b>CONFIDENTIALITY AND</b>	
ALBERTSON’S LLC dba ALBERTSON’S	)	<b>PROTECTION</b>	
#4039, a foreign limited-liability company; and;	)		
DOES I-X; and ROE CORPORATIONS I-X,	)		
inclusive	)		
	)		
Defendants.	)		
	)		

With regard to materials disclosed in the course of the above-captioned lawsuit (“Lawsuit”), which constitute or contain trade secrets or other confidential research, development, or commercial information of the parties (“Confidential Material”), the parties stipulate that the following terms and conditions shall govern:

1. This Order is meant to encompass all forms of disclosures which may contain Confidential Material, including but not necessarily limited to any document, pleading, motion, exhibit, declaration, affidavit, deposition transcript and all other tangible items (electronic media, photographs videocassettes, etc.).

2. The parties may designate any Confidential Material produced or filed in this Lawsuit as confidential and subject to the terms of this Order by marking such material “Confidential.” If any material has multiple pages, this designation need only be placed on the first page of such material. Any material designated as “Confidential” shall not be disclosed to

any person or entity, except to the parties, counsel for the respective parties, members of counsel's legal or support staff (e.g., in-house investigators, secretaries, legal assistants, paralegals, law clerks, outside copying services and data processing companies or individuals engaged by a party or its counsel to assist in this litigation), expert witnesses or consultants retained by the parties or their respective counsel and their personnel as necessary, outside court reporting services and court reporters as may be reasonably necessary in connection with the preparation or conduct of this action, this Court and its personnel, any other tribunal of competent jurisdiction and its personnel, the jury empaneled for this matter, witnesses, deponents, other individuals present during depositions and/or trial in this matter, any mediator or arbitrator selected by the parties to mediate or arbitrate this action and their respective personnel, representatives of the parties, and other individuals agreed to, in writing, by the parties or ordered by this Court. This designation must be made in good faith as this agreement is not intended to be a blanket order of confidentiality for all information disclosed in this case.

3. Any material designated as confidential pursuant to paragraph 2 above shall be used only in connection with the Lawsuit.

4. Only counsel of record in this Lawsuit shall be permitted to disseminate Confidential Material. Prior to disclosure of Confidential Material, each person to whom disclosure is to be made shall execute a written "Confidentiality Agreement" (in the form attached hereto as Exhibit "A") consenting to be bound by the terms of this Order. Persons authorized to examine the Confidential Material include the parties, counsel for the respective parties, members of counsel's legal or support staff (e.g., in-house investigators, secretaries, legal assistants, paralegals, law clerks, outside copying services and data processing companies or individuals engaged by a party or its counsel to assist in this litigation), expert witnesses or consultants retained by the parties or their respective counsel and their personnel as necessary, outside court reporting services and court reporters as may be reasonably necessary in connection with the preparation or conduct of this action, this Court and its personnel, any other tribunal of competent jurisdiction and its personnel, the jury empaneled for this matter, witnesses, deponents, other individuals present during depositions and/or trial in this matter, any mediator or arbitrator

1 selected by the parties to mediate or arbitrate this action and their respective personnel,  
2 representatives of the parties, and other individuals agreed to, in writing, by the parties or ordered  
3 by this Court who shall agree that the contents of the Confidential Material shall not be disclosed  
4 to any other person or entity and said documents shall not be photocopied or reproduced by any  
5 means, except for use in association with this Lawsuit. Both consulting and testifying experts  
6 may review the documents in accordance with the terms of this Order.

7  
8 5. Upon dissemination of any Confidential Material, each non-designation counsel of  
9 record in this Lawsuit shall maintain a written record as to: (1) the identity of any person given  
10 Confidential Material, and (2) the identity of the Confidential Material so disseminated (such as  
11 by “Bates stamp” number). Such record shall be made available to the designating party upon  
12 request.

13 6. If additional persons or entities become parties to this Lawsuit, they shall not have  
14 access to any Confidential Material until they execute and file with the Court their written  
15 agreement to be bound by the terms of this Order.

16 7. In the event that any question is asked at a deposition that calls for the disclosure  
17 of or testimony regarding Confidential Material, the witness shall answer such question (unless  
18 otherwise instructed not to do so on grounds of privilege) provided that the only persons in  
19 attendance at the deposition are persons who are qualified to receive such information pursuant to  
20 this Order. Specific deposition testimony and/or the deposition transcript in its entirety may be  
21 designated as confidential on the record at the time of the deposition or the deposition transcript  
22 may be designated as confidential subsequently thereto. All such deposition testimony and/or  
23 transcripts shall be treated as “Confidential” pursuant to paragraph 2 above. The parties shall  
24 make arrangements with the court reporter not to disclose any such Confidential Material except  
25 in accordance with the terms of this Order.

26 8. If a deponent refuses to execute a Confidentiality Agreement, disclosure of  
27 Confidential Material during the deposition shall not constitute a waiver of confidentiality. Under  
28 such circumstances, the witness shall sign the original deposition transcript in the presence of the  
court reporter and no copy of the transcript or exhibits shall be given to the deponent.

1           9.       The parties shall separately confer regarding the use of Confidential Material at  
2 trial and at any hearing, and to the extent an agreement cannot be reached, the Court shall  
3 intervene. A party seeking to file a confidential document, with any appropriate redactions, under  
4 seal must file a motion to seal and must comply with the Ninth Circuit's directives in *Kamakana*  
5 *v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006 and *Pintos v. Pacific Creditors*  
6 *Association*, 605 F.3d 665, 678 (9th Cir. 2010)). Documents must be filed under seal using the  
7 Court's electronic filing procedures. *See* Local Rule IA 10-5. Papers filed with the Court under  
8 seal must be accompanied with a concurrently filed motion for leave to file those documents  
9 under seal. *See* Local Rule IA 10-5(a).

10           10.       The parties understand that the Court will maintain the Confidential Material it  
11 receives pursuant to paragraph 9 above under seal in accordance with the local and governing  
12 laws and rules.

13           11.       If a party believes that any Confidential Material does not contain confidential  
14 information, it may contest the applicability of this Order to such information by notifying the  
15 designating party's counsel in writing and identifying the information contested within thirty (30)  
16 calendar days from the date of its production. The parties shall meet and confer to attempt to resolve  
17 the issue. If the dispute is not resolved after such good faith efforts, the designating party shall  
18 submit the matter to the Court for determination within thirty (30) days of the meet and confer.  
19 Pending receipt of the Court's determination as to whether the moving party has met its burden of  
20 proof in designating the materials at issue as confidential, said materials shall continue to be  
21 treated as confidential in accordance with the provisions of this Order and not declassified until  
22 required by the Court upon final operative written order, or as agreed in writing by the party who  
23 designated the information as confidential.

24           12.       The unauthorized or inadvertent disclosure of attorney client or other confidential  
25 materials, or the inadvertent failure to designate any material "Confidential," shall not constitute  
26 waiver of an otherwise valid claim of confidentiality pursuant to this Order, so long as a claim of  
27 confidentiality is asserted within a reasonable period of time after discovery of the error. At such  
28 time, the designating party shall retroactively designate the material "Confidential" in accordance

1 with this Order. Upon retroactive designation of material as “Confidential,” counsel (i) shall not  
2 make any further disclosure or communication of such retroactively designated material except as  
3 provided for in this order, and (ii) shall take reasonable steps to notify all persons known to have  
4 possession of any retroactively designated material of the effect of such retroactive designation  
5 under this Order. Any party who made an unauthorized or inadvertent disclosure of confidential  
6 materials shall take reasonable steps to notify all persons known to have possession of such  
7 materials and arrange for their prompt return and/or destruction consistent with this Order.

8 13. This Order shall be without prejudice to the right of any party to challenge the  
9 propriety of discovery and/or production of materials on any grounds including, but not limited  
10 to, relevance, privilege, and materiality.

11 14. This Order shall not restrict in any manner the right of any party to offer or use as  
12 evidence at the trial of this Lawsuit any of the documents subject to this Confidentiality  
13 Agreement and nothing contained herein shall be construed as a waiver of any objection to its  
14 admissibility into evidence.

15 15. None of the restrictions set forth in this Confidentiality Agreement shall apply to  
16 any documents or other information that become public knowledge by means not in violation of  
17 the provisions of this Stipulation and Order for Confidentiality and Protection.

18 16. The parties or counsel for the respective parties may modify the terms of this of  
19 this Stipulation and Order for Confidentiality and Protection. However, no modification by the  
20 parties shall have the force or effect of a court order unless the Court approves the modification.  
21 Alternatively, any party or counsel for the respective party may seek an order of this Court to  
22 modify the terms of this Stipulation and Order for Confidentiality and Protection. Any motion  
23 seeking such modification must be served upon all counsel of record and filed in accordance with  
24 this Court’s filing procedures.

25 17. When any counsel of record in this Lawsuit or any attorney who has executed the  
26 Confidentiality Agreement becomes aware of any violation of this Order, or of facts constituting  
27 good cause to believe that a violation of this Order may have occurred, such attorney shall report  
28 the violation of this Order to the Court and all counsel of record.

18. Within thirty (30) days after the termination of this Lawsuit by settlement, verdict, judgment, nonsuit, dismissal or otherwise, all Confidential Material shall be returned to counsel for the designating party or destroyed except as to records regularly maintained by counsel in the ordinary course of business; which records will continue to be maintained as Confidential Documents in conformity with this Order.

19. After the termination of this Lawsuit, the provisions of this Order shall continue to be binding and this Court shall retain jurisdiction over the parties and any other person who has access to the Confidential Material produced pursuant to this Order for the sole purpose of enforcement of its provisions.

DATED this 24th day of October 2022.

**RUIZ LAW FIRM**

/s/ Lawrence Ruiz

LAWRENCE RUIZ, ESQ.

Nevada Bar No. 11451

1055 Whitney Ranch Drive, Suite 110

Henderson, NV 89014

*Attorneys for Plaintiff*

DATED this 24th day of October 2022.

**BACKUS | BURDEN**

/s/ Jacquelyn Franco

JACK P. BURDEN, ESQ.

Nevada Bar No. 6918

JACQUELYN FRANCO, ESQ.

Nevada Bar No. 13484

3050 South Durango Drive

Las Vegas, NV 89117

*Attorneys for Defendant*

**ORDER**

IT IS SO ORDERED.

DATE: October 25, 2022

  
DISTRICT COURT MAGISTRATE JUDGE

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 2 Jacquelyn Franco, Esq.  
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 7 *Attorneys for Defendant*

8 **UNITED STATES DISTRICT COURT**  
 9 **DISTRICT OF NEVADA**

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13	ALBERTSON'S LLC dba ALBERTSON'S	)	<b>PROTECTION</b>	
	#4039, a foreign limited-liability company; and;	)	<b>EXHIBIT "A"</b>	
14	DOES I-X; and ROE CORPORATIONS I-X,	)		
	inclusive	)		
15		)		
	Defendants.	)		
16		)		

17  
 18 IT IS HEREBY AGREED that I, the undersigned, am bound by the terms of the subject  
 19 Confidentiality and Protective Order entered in the above referenced matter.  
 20

21 DATED: \_\_\_\_\_ NAME: \_\_\_\_\_  
 22 TITLE: \_\_\_\_\_  
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